



CENTURY VIEW PROPERTY OWNERS ASSOCIATION ("CVPOA")

RULES & REGULATIONS

CVPOA RULES AND REGULATIONS

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1. Introduction

Century View has been designed to provide a comfortable and secure living environment and lifestyle for the residents of the precinct. The intention of the CVPOA Rules and Regulations is that of protecting and enhancing this lifestyle and the environment. These Rules and Regulations are binding upon all Homeowners, residents, visitors, Estate Agents and Contractors, as are decisions taken by the Trustees in interpreting or enforcing these Rules and Regulations. The registered Homeowners of properties are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees are aware of, and abide by, these Rules and Regulations. The Trustees of CVPOA reserve the right to modify, amend, add to, or delete any of these Rules and Regulations from time to time.

This document should be read in conjunction with other documentation that includes the CVPOA Constitution, CVPOA Design Guidelines to Additions and Alterations, CVPOA Building Rules and Regulations, CVPOA Estate Agent Rules and Regulations, CVPOA Estate Agent Agreement, CVPOA Contractors Agreement including any amendments of the above documents or any other documentation as issued by the CVPOA Trustees from time to time.

2. General Issues

2.1 Indemnity

Every Trustee, servant, agent and employee of the Association and any Managing Agent, his employees, nominees and invitees, shall be indemnified by the Association against all costs, losses and expenses (including traveling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person or persons in the discharge of their respective duties, including in the case of a Trustee, his duties as Chairman or Vice-Chairman. Without prejudice to the generality of the foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties.

2.2 Interpretation

In these Rules and Regulations the following words shall, unless the context otherwise require, have the meanings herein assigned to them:

- 2.2.1 ASSOCIATION** means the Century View Property Owners Association (CVPOA), a company duly incorporated in accordance with the laws of the Republic of South Africa under Section 21 of the Companies Act, No. 61 of 1973 (as amended).
- 2.2.2. CENTURY CITY PROPERTY OWNERS ASSOCIATION** means the association (CCPOA) established to oversee the affairs of the Century City precinct of which membership shall be automatic and obligatory by the CVPOA.
- 2.2.3 CHAIRMAN** means the Chairman of the Board of Trustees.
- 2.2.4 COMMON AREAS** means the roads and open spaces and includes all areas designated as such in the Development not forming part of an Erf as indicated on the approved Surveyor-General's diagrams and/or General Plans within the Development.
- 2.2.5 CONSTITUTION** means the memorandum and articles of association of the Association.
- 2.2.6 CONTRACTOR** means a person doing building additions, alterations or any other work not assigned by the CVPOA within the Century View precinct.

- 2.2.7 **CONTRACTS** means such contracts as the Trustees may enter into with third parties on behalf of the Association for the provision of services, or such contracts as assigned to Estate Agents and Contractors.
- 2.2.8 **COUNCIL** means the **City of Cape Town** or its Assigns.
- 2.2.9 **CONTRIBUTION** the contribution referred to in Clause 7 of the Constitution.
- 2.2.10 **CONTRACTORS AGREEMENT** means the agreement to be entered into between a Member and the Association to appoint a contractor to construct an improvement on an erf in accordance with the specimen contractor's agreement.
- 2.2.11 **DESIGN GUIDELINES** means the design guidelines in respect of any improvements or alterations and landscaping undertaken by a property owner as amended from time to time by the legitimate requirement of the Council or in terms of the Constitution.
- 2.2.12 **DESIGN REVIEW COMMITTEE** means the committee established by the CCPOA to review, guide and approve all building plans in accordance with the greater Century City Development.
- 2.2.13 **EFFECTIVE DATE** means the date of registration of the first transfer of an Erf into the name of a Member.
- 2.2.14 **ERF** means an Erf within the Development.
- 2.2.15 **ESTATE AGENT** means an estate agent that is involved in selling, buying or letting of property within the Century View precinct.
- 2.2.16 **FACILITIES** means any facilities of whatsoever nature which may be provided in the Development.
- 2.2.17 **IN WRITING** means communication that is written, printed or lithographed.
- 2.2.18 **MANAGING AGENT** means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association.
- 2.2.19 **MEMBER** means a Member of the Association, as defined in Clause 4 of the Constitution.
- 2.2.20 **MEMBER TRUSTEE** means a Trustee appointed by the Members according to the provisions of the Constitution.
- 2.2.21 **PERSON** shall include a natural person, Company, Close Corporation, Trust, partnership or other association of persons entitled by law to hold title to fixed property.
- 2.2.22 **REGISTERED PERSON** means the registered owner of an Erf registered in the Deeds Office, Cape Town.
- 2.2.23 **RULES AND REGULATIONS** means the rules and regulations imposed by the Trustees from time to time relating to the management of the Development.
- 2.2.24 **SERVICES** means such utilities and amenities as may be provided by the Association for the property owners in the Development.

- 2.2.25 **SINGLE RESIDENTIAL ERF** means an Erf in the Development on which only one dwelling house is lawfully permitted.
- 2.2.26 **SPECIAL RESOLUTION** means a resolution passed at a special general meeting in accordance with the provisions of clause 16 of the Constitution.
- 2.2.27 **TRUSTEE COMMITTEE** means the Board of Trustees of the Association.
- 2.2.28 **TRUSTEE** means a Trustee of the Association.
- 2.2.29 **VICE-CHAIRMAN** means the vice-chairman of the Board of Trustees of the Association.
- 2.2.30 **WORKERS** means domestics, gardeners and labourers employed or appointed by Homeowners and/or residents within the Century View precinct.

3. Membership

- 3.1 Any person reflected in the records of the Deeds Office in Cape Town as the registered owner of any Erf shall be deemed to be a Member of the CVPOA.
- 3.2 The registered owner may not resign as a member of the CVPOA.
- 3.3 The rights and obligations of a member are not capable of transfer or cession.
- 3.4 Every Member shall observe these Rules and Regulations and any provisions contained herein including any amendments of the document or any other documentation as issued by the CVPOA Trustees from time to time.
- 3.5 It is the responsibility of every Member to be aware of, and abide by, the CVPOA Rules and Regulations.
- 3.6 It is the responsibility of every Member to ensure that their contact details, inclusive of physical, postal, electronic and telephonic details are kept up to date with the Managing Agent. Every change thereof must be communicated in writing to the Managing Agent. The CVPOA Trustees cannot be held accountable for monitoring contact details on an ongoing basis and will only act upon details as held on record by the Managing Agent.

4. Levies – Determination and Apportionment

- 4.1 CVPOA Levy
- 4.1.1 A contribution the Trustees may impose upon Members for the purposes of meeting all the expenses which the Association has incurred whether for the provision of facilities or otherwise, or to which the Trustees reasonably anticipate the Association will be liable for in the attainment of its objects or the pursuit of its business.
- 4.1.2 The Trustees may include an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 4.2 CCPOA Levy
Payable by all registered owners for exclusive, ongoing membership and services of the CCPOA.
- 4.3 Special Levies
The Trustees may from time to time impose special contributions upon the Member in respect of all such expenses which were not included in any estimate made in terms of 4.1 and 4.2, and may in imposing such contributions, further determine the terms of payment thereof.

4.4 Determination of Levies

- 4.4.1 The Trustees shall not more than 30 (THIRTY) days after the end of each Financial Year, or as soon thereafter as reasonably possible, prepare and serve upon every Member at the address chosen by him a budget being an estimate in reasonable detail of the amount which shall be required by the Association to meet the expenses during the following Financial Year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year.
- 4.4.2 In the event of the Trustees for any reason whatsoever failing to prepare and serve the estimate referred to in 4.4.1 above timeously, every Member shall until receipt of such estimate as aforesaid continue to pay the contribution previously imposed and shall after such receipt thereof, pay such contribution as may be specified in the notice referred to in Clause 4.1 and 4.2.
- 4.4.3 All levies are due and payable on the first day of each and every month.
- 4.4.4. The Trustees shall be empowered in addition to such other rights as the Association may have in law as against its Members to determine the rate of interest from time to time chargeable upon arrear contributions.
- 4.4.5 Any contributions, rates, levies, charges, fees, expenses, costs and/or other monies due and payable to or recoverable by the Association may be recovered in a competent Court of Law and all costs as may be incurred by the Association in instituting such action shall be for the account of the Member.
- 4.4.6 The CVPOA and its appointed Managing Agent shall be obliged to issue a Levy Clearance Certificate in the event of any Member selling its property, which certificates shall only be issued in the event that all contributions, rates, levies, charges, fees, expenses, costs and/or other monies owing to the CVPOA has been settled to the satisfaction of the CVPOA.
- 4.4.7 In the event that the Member owes the CVPOA any contributions, rates, levies, charges, fees, expenses, costs and/or other monies and the amount is not in dispute, then in addition to any legal action which may be instituted, such Member will lose his rights as a Member in the following way:
 - 4.4.7.1 The use of the common areas will be denied to the Member;
 - 4.4.7.2 The Member will have no rights at any Annual General, General or Special Meeting of the CVPOA;
 - 4.4.7.3 Access to the Century View precinct may, at the discretion of the CVPOA, be denied to the Member.

4.5 Levies must be paid into the following CVPOA bank account:

Bank	-	Standard Bank
Branch	-	Bayside
Code	-	022209
Account Number	-	272221228
Account name	-	Century View Property Owners Association
Description	-	Erf number

5. Security

A central feature to the quality of life within the Century View precinct is security. The Century View precinct is protected by 3 tiers of security – access control, perimeter protection and a combination of CCTV and regular patrols. In addition, Homeowners and residents are encouraged to subscribe to alarm monitoring and response.

An element of a secure lifestyle is that of prevention and deterrence. Residents are requested to familiarize themselves with the procedures, which have been developed to manage the influx of people and vehicles with the minimum disruption whilst at the same time protecting the residents.

Residents are reminded that they have the responsibility for the conduct of their visitors and for ensuring that they adhere to the security procedures.

5.1 Right of Admission

The right of admission to the Century View precinct shall be under the control of the CVPOA and its security service provider that may on any reasonable grounds deny any person and/or vehicle access, or affect an arrest if so deemed necessary.

5.2 Access Control

- 5.2.1 All vehicles entering and/or leaving the Century View precinct shall stop at the entrance gate.
- 5.2.2 The entrance gate shall be treated as a security checkpoint and security protocol must be adhered to at all times. Your patience is appreciated.
- 5.2.3 Residents are issued with branded Century View access cards. Cards are issued per property equal to the number of vehicles permanently assigned to the property, to a maximum of 2 access cards per property.
- 5.2.4 Access cards must be swiped upon every entry and exit by residents.
- 5.2.5 Additional cards can only be issued upon motivation provided in writing at the discretion of the CVPOA.
- 5.2.6 Access cards are not issued to family, friends, visitors or any other person.
- 5.2.7 Additional, damaged, lost or stolen cards are issued upon payment of a non-refundable R200. 00 deposit.
- 5.2.8 Lost or stolen cards must be reported in writing to the CVPOA.
- 5.2.9 Residents not able to produce an access card upon entry shall be required to complete the prescribed entry document upon every entry to the Century View precinct.
- 5.2.10 Residents in possession of a damaged access card and unable to gain access shall be required to complete the prescribed entry document upon every entry to the Century View precinct.
- 5.2.11 Access cards shall not be shared with or transferred to any other person.

Breach

A breach by a resident of any or multiples of the rules above will be fined R1, 000. 00 by the CVPOA

5.3 Residents

- 5.3.1 No resident shall do anything which is, or might be, prejudicial to the security of any other resident or damage property of another resident.
- 5.3.2 Residents are required to treat all security officers in a co-operative and patient manner. No abuse, outburst or any form of strong verbal interaction towards security officers will be tolerated.
- 5.3.3 No residents may issue instructions to security personnel.

Breach

A breach by a resident of any or multiples of the rules above will be fined R1, 000. 00 by the CVPOA

5.4 Visitors

- 5.4.1 Visitors are required to complete the prescribed entry document upon every entry to the Century View precinct. Refusal to do so will result in access being denied.
- 5.4.2 Visitors will be announced to residents providing details of their Telkom residential line. Residents not at home will result in visitors denied access.
- 5.4.3 Visitors will at all times comply with instructions of the security personnel.
- 5.4.4 Visitors will at all times adhere to the Rules and Regulations of the CVPOA.
- 5.4.5 Security may refuse access to any visitor under the influence of alcohol or drugs.
- 5.4.6 Only private taxis will be allowed access upon completion of prescribe entry document. Public taxis must make use of the Public Transport Interchange located in Ratanga Road.

Breach

A visitor to a resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA.

5.5 Domestic Workers, Gardeners and Labourers

- 5.5.1 All domestic workers, gardeners and labourers must complete the prescribed entry document upon every entry to the Century View precinct
- 5.5.2 All domestic workers, gardeners and labourers must carry the ID card issued upon entry on their persons at all times.

- 5.5.3 All domestic workers, gardeners and labourers must sign out upon leaving the Century View precinct.
- 5.5.4 Residents are obliged to ensure their domestic workers, gardeners and labourers are aware of all the provisions.

Breach

Domestic workers, gardeners and labourers of a resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA.

5.6 Estate Agents and Contractors

- 5.6.1 It is the responsibility of Homeowners to ensure that Estate Agents and Contractors are familiar with the CVPOA Rules and Regulations and CVPOA Building Rules and Regulations and CVPOA Design Guidelines to Additions and Alterations.
- 5.6.2 It is the responsibility of Homeowners to ensure that the CVPOA Agreements are signed and a copy thereof provided to the CVPOA as per the set procedures thereof.

Breach

An Estate Agent and/or Contractor who has acted in breach of any or multiples of the rules above will result in the resident being fined as per the relevant CVPOA guidelines.

5.7 House Alarms and Armed Response

Residents are encouraged to provide for additional security measurements in the form of house alarms and armed response. Residents must ensure that their service provider is aware of when they will be away for extended periods of time so as to ensure adequate monitoring and quick reaction in case of an alarm being triggered.

Breach

A faulty alarm causing inconvenience to other residents will result in the CVPOA issuing an instruction to the service provider to gain access to the property and repair same at cost to the Homeowner.

5.8 Electrical Fencing

The perimeter of the Century View precinct is divided into zones that may be protected by electrical fencing. These zones will trigger an alarm at the entrance gate guardhouse in case of possible breach. Certain areas are shared with adjacent developments where the electrical fence may be part of the neighbouring development.

- 5.8.1 Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.
- 5.8.2 Residents on the perimeter wall are responsible for advising visitors of the dangers pertaining thereto.
- 5.8.3 Damaged or broken electrical fencing must be reported to the CVPOA as soon as possible.

5.9 CCTV

Certain areas of the Century View precinct are monitored by 24 hour surveillance.

5.10 Patrols

Regular patrols, both on foot, by bicycle and vehicles are made through the streets of the Century View precinct.

6. Disturbances

- 6.1 Any conduct which disturbs or tends to disturb the peace and tranquility of the Century View precinct and residents is not permitted.
- 6.2 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals as determined by the Trustees in their sole and unfettered discretion from time to time as well as other sources attributable to a resident constitutes a disturbance of the peace in terms of these Rules and Regulations.

Breach

A resident or visitor who has acted in breach of any or multiples of the rules above will result in the resident being fined as per the relevant CVPOA guidelines.

7. Use of the Streets

Ownership of all the roads within the Century View precinct resides with the Local Council who may levy a rates charge for roads and services, the cost thereof will be for the CVPOA Levy as per 4.1 above.

The users of the roads within the Century View precinct are to abide by the National Road Traffic Act No. 93 of 1996. The CVPOA Trustees may in their sole and unfettered discretion from time to time report any breach of the said Act to the Local Authority for prosecution.

- 7.1 The movement and control of traffic and pedestrians are subject to these Rules and Regulations and such further directives as may be made by the CVPOA Trustees.
- 7.2 No person shall drive any vehicle on any road within the Century View precinct in excess of 40 km/h, or in such a manner as to constitute a danger or nuisance to any other person or property.
- 7.3 No person shall operate any vehicle at any place within the Century View precinct unless the holder of a valid current drivers licence issued under the provisions of the Road Traffic Act No. 29 of 1989 (as amended).
- 7.4 The CVPOA may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to above upon such roads or portions thereof as it may deem fit, either temporarily or permanently, or introduce any traffic calming measures, including but not limited to, speed humps and pedestrian crossings that they in their sole discretion deem necessary from time to time.
- 7.5 The use of quad bikes, scramblers, motorized scooters or any vehicle with noisy exhaust systems and/or unroadworthy vehicles is prohibited anywhere within the Century View precinct.
- 7.6 No person shall drive any vehicle at any place within the Century View precinct except upon the tarred and brick paved portions described in the Local Authority scheme as common roads and upon any driveway within any Erf.
- 7.7 No persons shall drive any vehicle at any place within the Century View precinct while under the influence of alcohol or drugs which may impede his ability to control such vehicle.

- 7.8 The CVPOA may by means of appropriate signage, give or amend such directions as to the use of the common roads or any portion thereof, as it in its discretion may deem fit. Failure by any person to obey the same and give effect to such meaning shall constitute a breach of these Rules and Regulations.
- 7.9 Right of way within the Century View precinct shall be given to pedestrians, cyclists, skate boarders, roller bladers, domestic animals and wild life at all places and at all times.
- 7.10 All trailers, boats, campervans, caravans and commercial vehicles must be stored within the boundaries of an Erf and must be concealed from view from the common roads and/or areas. If a person is unable to screen such trailers, boats, campervans, caravans and commercial vehicles on their property out of sight places designated for such purposes are available within Montague Gardens or Goodwood, the cost thereof for the account of the resident.

Breach

A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

8. Common Areas and Environmental Aspects

- 8.1 The CVPOA shall be entitled to control all aspects of the environment within the Century View precinct.
- 8.2 No person shall do anything or omit to do anything that may, in the opinion of the CVPOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of the common areas by residents.
- 8.3 Littering and camping are prohibited. Fires may not be lit on or about the common areas. Fires may not be lit on any Erf other than in properly constructed braai/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 8.4 No person shall discharge any firearm, air rifle, crossbow or similar weapon or device within the Century View precinct as defined in the Arms and Ammunition Act No. 75 of 1969 or any dangerous weapon of the Dangerous Weapons Act No. 71 of 1988 other than in self defence. Hunting, disturbance, harming and trapping of any wild or domestic animal in any manner are strictly prohibited.
- 8.5 Fireworks are strictly prohibited within the Century View precinct.
- 8.6 Fishing may not take part in any form within the area designated as the detention pond.
- 8.7 Wading or swimming may not take part within the area designated as the detention pond.
- 8.8 No person shall anywhere within the Century View precinct disturb, damage, destroy or collect any plant material.
- 8.9 No person shall discard any litter or any item of any nature whatsoever at any place in the Century View precinct except in such receptacles as provided and in such places as may be set aside for such purpose and designated as such by the CVPOA.
- 8.10 No person shall have access to any area designated as the retention pond other than the area demarcated as the viewing deck.
- 8.11 No person shall launch upon the detention pond any craft of any description, save such craft may be required in connection with any work to be carried out on the instruction of the CVPOA and/or the CCPOA.

- 8.12 The CVPOA shall have the right to demand, on reasonable written notice, that any Alien or Exotic plants and/or trees be removed from the property of a Member at cost to the Member.
- 8.13 Vacant stands must be kept clean on a regular basis to the satisfaction of the CVPOA, failing which; the CVPOA reserves the right to clean on a regular basis at the expense of the Member.

Breach

A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

9. Domestic Animals

- 9.1 Domestic animals posing no danger may be kept which shall be limited to 2(two) animals per Erf.
- 9.2 All domestic animals shall at all times, where possible, bear a tag which shall reflect the name, telephone number and address of the relevant pet owner.
- 9.3 No reptiles, livestock, aviaries, pigeons or poultry may be kept.
- 9.4 No slaughtering of any animal or the curing or hanging up to dry of any meat fish, skin or carcass or any part thereof will be permitted within the Century View precinct.
- 9.5 The CVPOA reserves the right to request the pet owner to remove the pet should it become a nuisance or found to be under stress due to neglect.
- 9.6 Dogs must be kept on a leash at all times when outside the boundary walls of a property. No resident shall permit their dogs to roam the streets or any other property unattended unless under strict control and on a leash. If any dog digs a hole on common property or otherwise damages common areas, the pet owner shall be required to repair the damage.
- 9.7 Dog owners must ensure that they carry a receptacle and clean up any mess created by the animal.
- 9.8 The CVPOA shall have the right to act against any person who fails to prevent persistent barking or pets creating any nuisance. Persistent complaints will result in the permanent removal of the pet from the Century View precinct.
- 9.9 No pet shall be left unattended inside a property for an extended period of more than 24 hours.
- 9.10 The Local Authority by-laws relating to pets will be strictly enforced. Any animal found to be tortured, under nourished or abused will be removed and the owner reported to the relevant authority.

Breach

A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

10. Domestic Refuse

Refuse removal is only undertaken by the Local Authority who may levy a rates charge. The official designated day for refuse removal within the Century View precinct is on Tuesdays.

- 10.1 Only the standard municipal wheeled black bins may be used for domestic refuse available from the Local Authority.

- 10.2 Residents may only place the wheeled black bins on the verge on the morning of collection and must place same away on the same evening.
- 10.3 The wheeled black bins shall not be kept in such a place on the property so as to be visible from the common roads and/or areas.
- 10.4 Wheeled black bins found outside any property shall be deemed by the CVPOA to have been abandoned and will be removed from the Century View precinct, the recovery thereof being for the cost of the owner.
- 10.5 Any item or refuse of such a nature that cannot be removed by the Local Authority must be removed by the resident on the same day, failing to do so the CVPOA will arrange for a waste collection contractor at cost to the resident.
- 10.6 No resident may dispose of any refuse, rubble and/or excess of any kind on any vacant Erf or common areas.

Breach

A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

11. Landscaping and Maintenance of Verges

- 11.1 Garden walls forming part of the streetscape must be regularly maintained and painted where necessary by the Homeowner.
- 11.2 Residents must ensure that the lawn and garden areas visible from the common areas and forming part of the verges are well maintained and due regard given to the CVPOA Guidelines to Additions and Alterations clause dealing with landscaping.
- 11.3 Residents must ensure that properties, including driveways, are kept free of weeds and alien vegetation.
- 11.4 Residents must maintain any trees planted by the CVPOA on their verges.

Breach

- (i) Any Homeowner who after due notice has been given by the CVPOA who fails to remedy such fault or omission fails to rectify such fault or remedy the same, shall be liable to pay any costs incurred by the CVPOA in rectifying, repairing or remedying such fault or omission. In giving effect to this rule the Homeowner may not refuse the CVPOA and its appointed agent or entry to the property for the purposes of carrying out the provisions hereof.
- (ii) A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

12. Working Hours and Quiet Hours

- 12.1 Any work performed anywhere within the Century View precinct is restricted to the following hours:

Monday – Friday	:	08h00 – 17h30 (Century View precinct to be vacated by 18h00)
Saturday	:	08h00 – 12h30 (Century View precinct to be vacated by 13h00)
Sunday	:	No work is permitted
Public Holiday	:	No work is permitted

12.2 Every resident within the Century View precinct must observe the “quiet hours” curfew as follows:

Monday – Friday	:	22h00 – 06h30 the following day
Saturday	:	23h00 – 07h30 the Sunday morning
Sunday	:	20h00 – 06h30 the Monday morning
Public Holiday	:	23h00 – 06h30 the following day, unless a Sunday 07h30

Exceptions to the above: Life and/or property threatening emergencies.

Breach

A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

13. Commercial Activities

No Homeowner may use a property within the Century View precinct for the sole purpose of operating a business.

Breach

A Homeowner who has acted in breach of rule above will result in being fined R1, 000.00 by the CVPOA and the property to be vacated immediately.

14. Use of the Viewing Deck

14.1 The viewing deck is for the enjoyment of all residents. No children may be allowed onto the viewing deck without proper adult supervision.

14.2 No pets are allowed onto the viewing deck or into the area of the detention pond.

14.3 No person may access any part of the area designated as the detention pond.

14.4 The viewing deck shall be open for use on all days, from sunrise until sunset, or for such periods as determined by the CVPOA from time to time.,

Breach

A resident who has acted in breach of any or multiples of the rules above will result in the resident being fined R1, 000.00 by the CVPOA per offence.

15. Building Requirements and Construction

15.1 The provisions of the CVPOA Constitution and the CVPOA Building Rules and Guidelines and CVPOA Design Guidelines to Additions and Alterations relating to all construction activity must be strictly complied with.

15.2 Without limiting 15.1 above, no building or structure shall be erected within the Century View precinct unless the plans, specifications and construction thereof have been approved by the CVPOA, the CCPOA DRC and the Local Authority.

15.3 Any work whatsoever may not commence until such time as a copy of the CVPOA Contractors Agreement has been provided to the CVPOA.

16. Appointment of Contractors

All Contractor work is regulated and subject to the CVPOA Building Rules and Regulations and CVPOA Guidelines to Additions and Alterations. When appointing a Contractor, all Homeowners are to provide a signed copy of the CVPOA Contractors Agreement to the CVPOA prior to the commencement of any work.

17. Electricity Supply

- 17.1 The CVPOA shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.
- 17.2 No person shall in any manner or for any reason whatsoever tamper or interfere with any electrical sub-station, meter or service connection or service protection device or mains supply.
- 17.3 The Members shall by manner of the CVPOA Levy as per 4.1 above, pay for the usage of electricity in all common areas within the Century View precinct, including the supply of electrical power to the entrance gate and electrical fencing.

18. Water

- 18.1 The CVPOA shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, flooding and excess storm water or any failure to supply water.
- 18.2 The collection of rainwater is permitted, provided that the design of such collection method complies with the architectural guidelines of the CCPOA.
- 18.3 The sinking of boreholes is permitted within the Century View precinct.
- 18.4 Under no circumstances must treated effluent or non-potable water be released into the common areas, used for construction or human consumption.
- 18.5 The Members shall by manner of the CVPOA Levy as per 4.1 above, pay for the usage of water in the common areas within the Century View precinct, including the supply of water to the entrance gate.

19. Letting

No Homeowner shall let or otherwise part with occupation of his property, whether temporarily or otherwise, unless he has agreed with the prospective tenant or occupier as a stipulation in favour of the CVPOA, that such tenant or occupier shall in all ways be bound by the CVPOA Rules and Regulations, and that the prospective tenant or occupier has signed a copy of the Estate Agent Agreement and provided a copy thereof to the CVPOA prior to occupation by the said tenant or occupier.

20. General Rules and Conduct

- 20.1 Washing lines and similar devices must be placed below the level of the garden walls and suitably screened in order that they are not readily visible from any common area and/or neighboring properties.
- 20.2 Advertisements or publicity material may only be displayed upon the Notice Board located within the postal collection area. No advertising may be placed upon any property.
- 20.3 No Homeowner or resident shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any property within the Century View precinct. Further, no garage may be converted for accommodation purposes.
- 20.4 Air-conditioning units may not be visible from any common areas.
- 20.5 No Wendy houses or tool sheds may be erected within a property.
- 20.6 The use of shade cloth and/or netting is prohibited.

- 20.7 The Century View precinct shall at all times be accessible to members of the SAPS, traffic officials, who have authority of the CVPOA to prosecute offenders according to applicable legislation.

21. Enforcement of the CVPOA Rules and Regulations

21.1 Breach of Rules and Regulations

- 21.1.1 All Homeowners, residents, tenants, Contractors, workers and delivery personnel entering the Century View precinct are to comply with the CVPOA Rules and Regulations and obligated to cooperate with the CVPOA, the Managing Agent, security personnel and/or any other designated employee in their effort to enforce security and the CVPOA Rules and Guidelines.
- 21.1.2 In the event of any breach of the CVPOA Rules and Guidelines by any resident, visitors or tenants, such breach shall be deemed to have been committed by the Member themselves.
- 21.1.3 For purposes of the enforcement of the CVPOA Rules and Regulations, the CVPOA Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of which a Member and/or resident may be guilty, and the CVPOA may take such action, including the appointment of such attorneys and legal counsel as they may deem fit, and enforce the provisions of the CVPOA Rules and Regulations in a court of competent jurisdiction, as it may deem fit.
- 21.1.4 Notice of breach shall be given in writing by the CVPOA to the Member at the address given by the Member, failing that, at the property of the Member, and shall contain:
- the nature of the breach;
 - the time period, if applicable, in which the breach is to be remedied;
 - the fine which may be imposed by the CVPOA on the Member;
 - if applicable, the time, date and place of the breach;
 - if applicable, a digital photograph of the breach;
 - any other information the CVPOA may deem applicable.
- 21.1.5 Where the CVPOA levies a fine, the amount will be reflected on the levy invoice and will be deemed due at the end of the month in which the invoice is submitted.

21.2 Notices and Appeals

- 21.2.1 No Homeowner and/or resident may refuse receipt and/or delivery of any notices in terms of the CVPOA Rules and Regulations. Refusal will result in the placement of the notice in the normal fashion, in attachment to the front door and/or gate of the property. Such services will be sufficient services of such notices.
- 21.2.2 In the event of appeals or contesting of the facts relating to any fine imposed or decision made may be dealt with at the first Board of Trustees meeting subsequent to receiving such written representation.

21.3 Complaints

- 21.3.1 In the event of complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration.
- 21.3.2 In the event of complaints not being resolved, a written submission has to be made by the parties involved to the CVPOA.

21.4 Decisions and Arbitration

- 21.4.1 The CVPOA Chairman may appoint a committee of 3 (three) CVPOA Trustees and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the CVPOA Chairman may direct.
- 21.4.2 The decision of the committee shall be final and binding in respect of the resolution of the dispute and no further appeal is allowed thereafter.

22. Contact Details

Refer to the Century View Property Owner's Association website for up to date details relating to the Trustees, Managing Agent and other contact details.